

INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

APR 20, 2006 10:00 AM

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :
SOLICITATION : 2206511
FILE NO. :
OPENING DATE : 04/20/06

=====> VENDOR NAME AND ADDRESS

FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.

SEE NO. 8 BELOW. RETURN BID TO
10:00 AM

2206511 04/20/06

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095

BUYER : JOSEPHINE WILLIAMS
BUYER PHONE : (225) 342-8032
DATE ISSUED : 03/23/06
REQ. AGENCY : 107001 FOLD HERE-->
OFFICE OF STATE PURCHASING
AGENCY REQ. NO. : 91710
ISIS REQ. NO. : 1287271
VENDOR PHONE :
FISCAL YEAR : 07
CLASS/SUBCLASS : 40539
SCHEDULED BEGIN DATE : 07/01/06
SCHEDULED END DATE : 06/30/07
T-NUMBER : 91710

LUBRICATING OIL AND GREASES
STATEWIDE CONTRACT

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 010DAYS ARO _____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE-->

VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)

NAME OF BIDDER
(TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none">A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;B. BID FILLED OUT IN PENCIL; ANDC. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS. <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES. UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 ***** TERM CONTRACT GENERAL CONDITIONS *****

1. TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

2. VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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3. SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

4. PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

5. DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

6. INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

7. PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

8. VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

9. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN

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APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

10. COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI STATE AGENCIES MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO POLITICAL SUBDIVISIONS OR QUASI AGENCIES.

BIDDER HEREBY AMENDS HIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

FAILURE TO MARK THE ABOVE WILL CONSTITUTE A WAIVER BY BIDDER OF THE ABOVE OPTION.

11. ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

12. CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

13. CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDED, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.

14. CANCELLATION. THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

15. QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.

16. ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS

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FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

17. SOME ITEMS REQUEST PRICING "PER QUART", HOWEVER, DELIVERY WILL BE IN 55 GAL DRUMS. ALL DELIVERIES TO BE BASED ON PACKAGING IN THE DESCRIPTION.

18. NO SPECIFIC QUANTITIES ARE GUARANTEED. ONLY SUCH QUANTITIES OF LUBRICATING OILS AND GREASES AS REQUIRED DURING THE CONTRACTUAL PERIOD WILL BE ORDERED.

ALL SPECIFICATIONS ARE TO BE IN ACCORDANCE WITH THOSE LISTED HEREIN. SAMPLING WILL BE MADE AT VARIOUS INTERVALS TO ASSURE CONFORMITY OF PRODUCT.

ALL PRICES MUST BE F.O.B. DESTINATION. PRICES MUST BE LIMITED TO FOUR PLACES BEHIND THE DECIMAL. BIDS MUST BE ROUNDED OFF TO FOUR PLACES BEHIND THE DECIMAL DUE TO COMPUTERIZATION. IF BID IS SUBMITTED FOR MORE THAN FOUR PLACES BEHIND THE DECIMAL, THE BID PRICE WILL BE ROUNDED EITHER UP OR DOWN TO FOUR DIGITS TO THE NEAREST TEN-THOUSANDTH. PRICES MUST BE FIRM FOR THE EFFECTIVE PERIOD OF THE CONTRACT.

OILS AND GREASES THAT ARE DELIVERED IN DRUMS ARE TO BE FURNISHED IN NON-RETURNABLE DRUMS.

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN THE BID PRICE. FEDERAL EXCISE TAX EXEMPTION REGISTRATION NUMBER WILL BE FURNISHED.

PRICES MUST BE SUBMITTED ON A DELIVERED BASIS. BIDS SUBMITTED F.O.B. VENDOR'S PLANT PLUS FREIGHT WILL NOT BE CONSIDERED FOR AWARD.

PRICES BASED ON COMBINED MINIMUM QUANTITIES WILL NOT BE CONSIDERED FOR AWARD.

BIDDERS MUST INDICATE BRAND THEY PROPOSE TO FURNISH.

THE SUCCESSFUL BIDDER(S) MUST MAKE EVERY REASONABLE EFFORT TO HAVE AN ADEQUATE WAREHOUSING OF OIL AND GREASES IN ORDER TO MEET STATE'S REQUIREMENTS, AS ORDERED, WHERE ORDERED, DURING THE LIFE OF THE CONTRACT. IN THE EVENT THE CONTRACTOR CANNOT MAKE DELIVERY WITHIN A REASONABLE TIME, THE STATE RESERVES THE RIGHT TO PURCHASE OIL AND GREASES ON THE OPEN MARKET. ALL DELIVERIES SHALL BE MADE IN SUCH QUANTITIES AND TO SUCH DESTINATIONS AS REQUIRED.

- 3 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____

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SPECIFY LINE NUMBER(S) : _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

- 4 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

- 5 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

- 6 METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. THE STATE FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.

- 7 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE

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EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

- 8 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 9 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JULY 1, 2006 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JUNE 30, 2007.
- 10 THE MINIMUM DOLLAR THRESHOLD FOR MAINTAINING A BRAND NAME CONTRACT IS \$50,000 IN ANNUAL SALES. THE OFFICE OF STATE PURCHASING WILL ACCEPT CONTRACT PURCHASES FROM BOTH STATE AGENCIES AND POLITICAL SUBDIVISIONS TO SATISFY THE MINIMUM SALES VOLUME. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES WILL RESULT IN CANCELLATION OF YOUR BRAND NAME CONTRACT FOR A PERIOD OF TWO (2) YEARS.

SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.

THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPILED THE REPORT, A SUMMARY BY THE LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 405-39-000000 OIL, LUBRICATING FOR INTERNAL COMBUSTION ENGINES. SAE 5W-30. SHALL MEET API SERVICE SM STARBURST SYMBOL RATING. 1-QUART PLASTIC CONTAINERS. QUANTITY PER CASE 12 ****MOTOR OIL TO CONTAIN NO SYNTHETIC PRODUCTS**** SPECIFY BRAND (& NUMBER IF APPLICABLE)	33256	QT		
00002	COMMODITY CODE: 405-39-000000 OIL, LUBRICATING FOR INTERNAL COMBUSTION ENGINES. SAE 5W-30. SHALL MEET API SERVICE SM STARBURST SYMBOL RATING. 55-GALLON METAL DRUM ****MOTOR OIL TO CONTAIN NO SYNTHETIC PRODUCTS**** SPECIFY BRAND (& NUMBER IF APPLICABLE)	47	DRUM		
00003	COMMODITY CODE: 405-39-000000 OIL, LUBRICATING FOR INTERNAL COMBUSTION ENGINES. SAE 5W-20 SHALL MEET API SERVICE SM STARBURST SYMBOL RATING. 1-QUART PLASTIC CONTAINERS 12/CASE	20000	QT		

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	****MOTOR OIL TO CONTAIN NO SYNTHETIC PRODUCTS**** SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00004	COMMODITY CODE: 405-39-000000 TRANSMISSION FLUID, AUTOMATIC SYNTHETIC BLEND, MERCON V (FIVE) 1-QUART PLASTIC SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	9072	QT	_____	_____
00005	COMMODITY CODE: 405-39-000000 TRANSMISSION FLUID, AUTOMATIC SYNTHETIC BLEND, MERCON V (FIVE) 55-GALLON METAL DRUM SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	24	DRUM	_____	_____
00006	COMMODITY CODE: 405-39-000000 OIL, LUBRICATING FOR INTERNAL COMBUSTION DIESEL ENGINES AND GASOLINE ENGINES. SAE 10W - 30 SIZE: 1 QUART PLASTIC CONTAINER 12 QUARTS/CASE ***MOTOR OIL NOT TO BE MADE OF SYNTHETIC PRODUCTS*** SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	84	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	APPLICABLE)				
00007	COMMODITY CODE: 405-39-000000 GREASE, MULTI-PURPOSE SIZE: CARTRIDGE SPECIFICATIONS MS-366-003 DATED 6/86 (CASES ARE PACKAGED IN 60 EA OR 10 EA) SPECIFY BRAND (& NUMBER IF APPLICABLE)	150	CRTG		

